

BEFORE THE BOARD OF OIL, GAS, AND MINING  
DEPARTMENT OF NATURAL RESOURCES  
in and for the STATE OF UTAH

IN THE MATTER OF ADOPTING FORMS  
TO FULFILL THE SURETY REQUIREMENTS  
PROVIDED FOR BY SECTION 40-8-14,  
UTAH CODE ANNOTATED, 1953.

NOTICE OF HEARING  
CAUSE NO. 43-001

THE STATE OF UTAH TO ALL OPERATORS, TAKERS OF PRODUCTION, MINERAL  
AND ROYALTY OWNERS, AND PARTICULARLY ALL PERSONS INTERESTED IN MINING  
OPERATIONS WITHIN THE STATE OF UTAH.

Under the provisions of House Bill 323, Effective May 14, 1975, the  
Board of Oil, Gas, and Mining is given authority to make and promulgate  
rules and regulations, and adopt such forms as required, for the proper  
administration of the Mined Land Reclamation Act.

Notice is hereby given that the Board of Oil, Gas, and Mining, has  
prepared a tentative set of "surety forms" as authorized by said Act. A  
hearing will be held on Wednesday, June 23, 1976, at 9:00 a.m., in the  
Executive Conference Room - Holiday Inn, 1659 West North Temple, Salt Lake  
City, Utah 84116, for the purpose of adopting said forms.

Anyone interested in the adoption of, or the changes and revisions  
thereto, shall appear and be heard on the above date; or shall forward said  
written suggestions to the Division of Oil, Gas, and Mining, 1588 West  
North Temple, Salt Lake City, Utah 84116, prior to June 18, 1976. (A copy  
of the proposed surety forms is enclosed for your review)

DATED this 19th day of May, 1976.

**CIRCULATE TO:**

DIRECTOR ☒  
PETROLEUM ENGINEER ☒  
MINE COORDINATOR ☒  
ADMINISTRATIVE ASSISTANT ☒  
ALL ☒  
RETURN TO *Lubun*  
FOR FILING

STATE OF UTAH  
BOARD OF OIL, GAS, AND MINING

*Scherie Wilcox*  
SCHERIE WILCOX  
Administrative Assistant

Division of Oil, Gas, and Mining  
1588 West North Temple  
Salt Lake City, Utah 84116  
Phone: (801) 533-5771



June 7, 1976

Gentlemen:

We own and operate a small underground Uranium mine in section 4,  
Township 27 South, Range 3 West, S.L.B.M., Piute County, Utah. We disturb  
less than two acres of ground with our waste dump. We would, therefore,  
be exempt from the Mined Land Reclamation Act.

*Pratt Seegmiller*  
Pratt Seegmiller  
*Ethel A. Seegmiller*  
Ethel A. Seegmiller

*LA Ann Sand chapter form*



STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS, AND MINING  
1588 West North Temple  
Salt Lake City, Utah 84116

THE MINED LANDS RECLAMATION ACT

BOND  
\*\*\*\*\*

KNOW ALL MEN BY THESE PRESENCE, that the undersigned \_\_\_\_\_  
\_\_\_\_\_ as principal, and \_\_\_\_\_ as  
surety, are held and firmly bound unto the State of Utah, Division of Oil, Gas,  
and Mining, in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) )  
for the payment of which sum, will and truly be made, we hereby jointly and  
severally bind ourselves, our heirs, administrators, executors, successors, and  
assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above  
named principal did on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, file with the  
Division of Oil, Gas, and Mining a "Notice of Intention to Commence Mining  
Operations" and a "Mining and Reclamation Plan", to secure authorization to en-  
gage in mining operations in the State of Utah, under the terms and provisions  
of the Mined Land Reclamation Act; that in said Notice the principal estimated  
that \_\_\_\_\_ acres of land will be affected by mining. Said land is de-  
scribed as follows in Exhibit "A" attached hereto.

NOW, if the said principal shall satisfactorily reclaim the above men-  
tioned lands affected by mining by said principal in accordance with the Mining  
and Reclamation Plan and shall faithfully perform all requirements of the Mined  
Land Reclamation Act, and comply with the Rules and Regulations adopted in ac-  
cordance therewith, then this obligation shall be void; otherwise it shall re-  
main in full force and effect until the reclamation is completed as outlined in  
the approved Mining and Reclamation Plan.

If the said approved plan provides for reclamation of the land affected  
on a piecemeal or cyclic basis, and said land is reclaimed in accordance with  
such plan, then this bond may be reduced periodically.

In the converse, if the said plan provides for a gradual increase in  
the area of the land affected or increased reclamation work, then this bond may  
accordingly be increased with the written approval of the surety company.

NOTE: Where one signs by virtue of Power of Attorney for a surety  
company, such Power of Attorney must be filed with this bond. If the principal  
is a corporation, the bond shall be executed by its duly authorized officers with  
the seal of the corporation affixed.

|             |  |
|-------------|--|
|             | _____<br>Principal (Company)               |
| Date: _____ | By: _____<br>Company Official - position   |
|             | _____<br>Surety (Company)                  |
| Date: _____ | By: _____<br>Official of Surety - position |



STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
BOARD OF OIL, GAS, AND MINING  
1588 West North Temple  
Salt Lake City, Utah 84116

\* MINED LANDS RECLAMATION CONTRACT \*

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_, between \_\_\_\_\_ a corporation duly authorized and existing under and by virtue of the laws of \_\_\_\_\_ as party of the first part, and hereinafter called the Operator, and the Board of Oil, Gas, and Mining, duly authorized and existing by virtue of the laws of the State of Utah, as party of the second part hereinafter called the Board.

WITNESSETH:

WHEREAS, the Operator is the owner and in possession of certain mining claims and/or leases hereinafter more particularly mentioned and described in Exhibit "A" attached hereto.

WHEREAS, the Operator did on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_, file with the Division of Oil, Gas, and Mining, a "Notice of Intention to Commence Mining Operations" and a "Mining and Reclamation Plan" to secure authorization to engage, or continue to engage, in mining operations in the State of Utah, under the terms and provisions of the Mined Land Reclamation Act, Section 40-8, UCA, 1953;

WHEREAS, the Operator is able and willing to reclaim the above mentioned "lands affected" in accordance with the approved mining and reclamation plan, the Mined Land Reclamation Act and the rules and regulations adopted in accordance therewith.

WHEREAS, the Board has considered the factual information and recommendations provided by the staff by the Division of Oil, Gas, and Mining as to the magnitude, type and costs of the approved reclamation activities planned for the land affected.

WHEREAS, the Board is cognizant of the nature, extent, duration of operations, the financial status of the Operator and his capabilities of carrying out the planned work.

NOW THEREFORE, for and in consideration of the mutual covenants of the parties by each to the other made and herein contained, the parties hereto agree as follows:

1. The Operator promises to reclaim the land affected in accordance with the approved mining and reclamation plan, the Mined Land Reclamation Act, and the rules and regulations adopted in accordance therewith.
2. The Board, in lieu of the posting of a bond or other surety, accepts the personal guarantee of the Operator to reclaim the land affected.
3. The Board and the Operator both agree that the Operator will not be obligated to expend a sum in excess of \_\_\_\_\_ on the said reclamation work.

IN WITNESS WHEREOF, the parties of the first and second parts hereto have respectively set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

BOARD OF OIL, GAS, AND MINING

By: \_\_\_\_\_  
Chairman

Note: If the Operator is a corporation, the agreement should be executed by its duly authorized officer with the seal of the corporation affixed.



STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
BOARD OF OIL, GAS, AND MINING  
1588 West North Temple  
Salt Lake City, Utah 84116

\* MINED LANDS RECLAMATION AGREEMENT \*  
(ESCROW)

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, between \_\_\_\_\_ a corporation duly authorized and existing under and by virtue of the laws of \_\_\_\_\_ as party of the first part, and hereinafter called the Operator, and the Board of Oil, Gas, and Mining, duly authorized and existing by virtue of the laws of the State of Utah, as party of the second part hereinafter called the Board.

WITNESSETH:

WHEREAS, the Operator is the owner and in possession of certain mining claims and/or leases hereinafter more particularly mentioned and described in Exhibit "A" attached hereto.

WHEREAS, the Operator did on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_, file with the Division of Oil, Gas, and Mining, a "Notice of Intention to Commence Mining Operations: and a "Mining and Reclamation Plan" to secure authorization to engage, or continue to engage, in mining operations in the State of Utah, under the terms and provisions of the Mined Land Reclamation Act, Section 40-8, UCA, 1953;

WHEREAS, the Operator is able and willing to reclaim the above mentioned "lands affected" in accordance with the approved mining and reclamation plan, the Mined Land Reclamation Act and the rules and regulations adopted in accordance therewith.

WHEREAS, the Board has considered the factual information and recommendations provided by the staff of the Division of Oil, Gas, and Mining as to the magnitude, type and costs of the approved reclamation activities planned for the land affected.

WHEREAS, the Board is cognizant of the nature, extent, duration of operations, and the fact that the Operator has been unable to obtain a surety bond.

NOW THEREFORE, for and in consideration of the mutual covenants of the parties by each to the other made and herein contained, the parties hereto agree as follows:

1. The Operator promises to reclaim the land affected in accordance with the approved mining and reclamation plan. The Mined Land Reclamation Act, and the rules and regulations adopted in accordance therewith.
2. The Operator, in lieu of posting a bond or other surety hereby agrees to deposit (\$ \_\_\_\_\_) dollars, commencing on the \_\_\_\_\_ day of 19 \_\_\_\_, and on the same date each month thereafter, in what will be hereinafter referred to as the Escrow Fund, until such time as said Escrow fund contains (\$ \_\_\_\_\_) dollars, excluding interest.
3. The Board, in lieu of the posting of a bond or other surety, agrees to execute an Escrow Agreement with the Operator and any third party designated by said Operator.
4. Upon execution of the Escrow Agreement, the Operator agrees to furnish the Board a copy of each receipt of deposit no later than the 10th day of each month.
5. The Board and the Operator agree that failure by the Operator to make a deposit into the Escrow Fund for any two consecutive months, shall constitute a Breach of Contract and the Board may, after notice and hearing, declare all monies in the Escrow Fund forfeited and request the Attorney General to take the necessary legal actions to enjoin further mining activities by the Operator in the State of Utah.

IN WITNESS WHEREOF, the parties of the first and second parts hereto have respectively set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

BOARD OF OIL, GAS, AND MINING

By: \_\_\_\_\_

Note: If the Operator is a corporation, the agreement should be executed by its duly authorized officer with the seal of the Corporation affixed.



STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
BOARD OF OIL, GAS, AND MINING  
1588 West North Temple  
Salt Lake City, Utah 84116

\* ESCROW AGREEMENT\*

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_,  
between the Board of Oil, Gas, and Mining, hereinafter called the Board, \_\_\_\_\_  
\_\_\_\_\_, and \_\_\_\_\_  
hereinafter called the Operator, and \_\_\_\_\_  
hereinafter called the ESCROWEE.

WHEREAS, the Board and the Operator have entered into a Mined Land Reclamation Agreement upon terms and conditions therein set forth.

WHEREAS, the Operator desires to execute an Escrow Agreement in lieu of furnishing a Bond or other form of surety for the purpose of meeting the requirements of Section 40-8-14, UCA, 1953.

IT IS THEREFORE AGREED:

1. Deposit of Escrow Fund. Commencing on the \_\_\_\_\_ day of 19 \_\_\_\_, and on the same date each month thereafter, the Escrowee agrees to accept and the Operator agrees to deposit (\$ \_\_\_\_\_) dollars, in what will be hereinafter referred to as the Escrow Fund, until such time as said Escrow Fund contains (\$ \_\_\_\_\_) dollars, excluding interest. All interest earned by the monies in said Fund shall accumulate to the benefit of the Fund until this Escrow Agreement is terminated by mutual consent of the undersigned or disbursement of the Funds therein is ordered by a court of competent jurisdiction.
2. Depository of Fund. The Fund shall be held by the Escrowee in an interest bearing account separate and apart from the personal funds of the Escrowee until such time as the Escrowee receives written direction, with respect to the disbursement of said Fund, signed by both the Board and the Operator.

3. Disputes. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with any money, or property involved herein or affected hereby, the Escrowee shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing, the Escrowee shall not become liable to the undersigned or any of them or to any other person for failure or refusal to comply with such conflicting or adverse demands and the Escrowee shall be entitled to continue to refrain and refuse to act until:
  - (a). The rights of the adverse claimants having been finally adjudicated in a court assuming and having jurisdiction of the parties, the money and property involved herein or affected hereby; and/or
  - (b). all differences shall have been adjusted by agreement and the Escrowee shall have been notified thereof in writing signed by all of the interest parties.
4. Liability of Escrowee. The Escrowee shall not be liable for any error of judgement or for any act done or step taken or omitted by him in good faith, or for any mistake of fact or law or for anything which he may do or refrain from doing in connection herewith, except his own willful misconduct.
5. Protection of Escrowee. The Escrowee shall be protected in acting upon any notice, request, waiver, consent, receipt of other paper or document believed by the Escrowee to be genuine and to be signed by the proper party or parties.
6. Accounting. The Escrowee shall under no circumstances, be compelled to furnish a formal accounting for the Escrow Fund other than at the end of each calendar or fiscal year, to notify the Board and the Operator as to the date each payment was made into said Fund, the total amount contained therein and the interest accumulated thereby.



7. Fee. The fee of the Escrowee has been fixed by the Operator and the Escrowee under separate agreement. The Escrowee shall not be entitled to any additional fee for services rendered under this agreement.
8. Modification. This agreement may not be altered or modified without the express written consent of the Operator, the Board and the Escrowee.

IN WITNESS WHEREOF, the parties of the first and second parts hereto have respectively set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

BOARD OF OIL, GAS, AND MINING

By: \_\_\_\_\_